

IN THE COUNTY COURT IN AND FOR MIAMI-DADE COUNTY, FLORIDA

CASE NO.:

LVNV Funding LLC

Plaintiff,

vs.

**COMPLAINT**

Richard Simring,

Defendant.

\_\_\_\_\_ /

COMES NOW the Plaintiff, LVNV Funding LLC, by and through its undersigned counsel, and  
sues Defendant, Richard Simring, and states as follows:

**GENERAL ALLEGATIONS**

1. This is an action for damages that are within the jurisdictional limits of this court exclusive of costs.
2. Venue of this action is proper in the county named above because the Defendant is a resident of this county and/or because the Defendant executed the subject agreement in this county.
3. Upon Defendant's request, the original creditor, Credit One Bank, N.A., issued a credit account in the name of Defendant.
4. Prior to the commencement of this action, Plaintiff, LVNV Funding LLC, acquired Defendant's account originated by the original creditor, see attached Exhibit "A", and as such is entitled to all rights originally bestowed upon the original creditor.
5. Although demands have been made by Plaintiff, LVNV Funding LLC, upon Defendant for payment, Defendant has failed or refused to pay the amount due and owing on the account.
6. Plaintiff and its predecessors have duly performed all promises and conditions precedent as required.



**COUNT I – ACCOUNT STATED**

Plaintiff readopts and re-alleges allegations one (1) through six (6) above and further states as follows:

7. Before the institution of this action, Plaintiff's predecessor in interest and the Defendant, Richard Simring, had business transactions between them where the parties agreed upon a resulting balance. Plaintiff is an assignee and as such obtains all rights of the original creditor to be repaid.
8. There are no unresolved billing disputes made in response to receiving the account statements and, therefore, there is a prima facie case establishing the correctness of the account balance. *See, Farley v. Chase Bank, USA, NA*, 37 So. 3d 936 (Fla. 4<sup>th</sup> DCA 2010). Copies of any available statements are attached hereto and incorporated herein as Composite Exhibit "B".
9. By using and/or making payments on the subject account, the Defendant accepted the resulting balance.
10. After adjustment for any credits or payments made after charge off of the account, Defendant owes Plaintiff, LVNV Funding LLC, the amount of \$999.13.

WHEREFORE Plaintiff, LVNV Funding LLC, respectfully requests this Honorable Court enter Judgment in its favor against Defendant, Richard Simring, in the sum of \$999.13 together with court costs as described herein and any other just and further relief as this Honorable Court deems just and proper.

Respectfully submitted,  
ANDREU, PALMA, LAVIN, & SOLIS, PLLC

*/s/Oleksandra Piliuiko, ESQ-FBN 1015987*

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887 Donald Ross Road  
Juno Beach, FL 33408  
Tel. (877)229-5972  
Fax. (800)391-2178  
Email: [eservice@andreupalma.com](mailto:eservice@andreupalma.com)  
2301002079

# EXHIBIT A

**BILL OF SALE AND ASSIGNMENT OF ACCOUNTS**  
**FROM CREDIT ONE BANK, N.A. TO MHC RECEIVABLES, LLC**

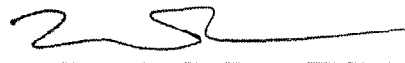
As of **July 31, 2021**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Credit One Bank, N.A. ("Assignor") has transferred, has sold, has assigned, has conveyed, has granted and has otherwise delivered to MHC Receivables, LLC ("Assignee"), all of Assignor's right, title and interest in and to (i) the charged-off credit card accounts identified on an account level basis in the data file named **CreditOne\_Fresh\_Sherman\_082021** (the "Computer File"), a copy of which is attached hereto and incorporated herein by reference as "Exhibit A"; and, (ii) certain related account level media or electronic copies thereof (including, but not limited to applications, statements, terms and condition), and (iii) all claims or rights arising out of or relating to each account referenced on the Computer File (collectively hereinafter, the "Accounts") including, but not limited to, all claims and rights afforded each Account by virtue of that Account's corresponding terms and conditions.

The Accounts transferred under the terms of this Bill of Sale and Assignment of Accounts were each transferred to Assignee immediately following charge off for each applicable Account, as shown in the Computer File.

With respect to information for the Accounts, Assignor represents and warrants to Assignee that the business records conveyed to Assignee relating to: (i) the Accounts issued by Assignor; and (ii) the sale and assignment of Accounts by Assignor (collectively, the "Business Records"), are kept by Assignor in the regular course of its business. It is in the regular course of business of Assignor for an employee or an authorized representative with personal knowledge of the act, event, condition, or opinion (collectively "Event") to be recorded, to make the appropriate memorandum or recording of the Event at or reasonably near the time of the Event. Furthermore, Assignor represents and warrants to Assignee that the Business Records are materially complete and accurate, and thoroughly embody the information in Assignor's custody and control for the Accounts from their creation until the time of transfer to Assignee. These representations and warranties are intended to augment any other representations and warranties the parties may have in place and not supplant any other existing warranties and representations.

This Bill of Sale and Assignment of Accounts shall serve as evidence of ownership for the Accounts conveyed hereby and shall serve as an acknowledgment, as ratification, and as evidence of the intent of the parties to transfer the Accounts.

**CREDIT ONE BANK, N.A.**



\_\_\_\_\_  
Michael Wiese  
Vice President

**EXHIBIT A**

ACCOUNT SCHEDULE

The Accounts that are specifically identified in the electronic file named **CreditOne\_Fresh\_Sherman\_082021** with such electronic file incorporated herein by reference.

**BILL OF SALE AND ASSIGNMENT OF RECEIVABLES**  
**FROM CREDIT ONE BANK, N.A. TO MHC RECEIVABLES, LLC**

As of **July 31, 2021**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Credit One Bank, N.A. ("Assignor") has transferred, has sold, has assigned, has conveyed, has granted and has otherwise delivered to MHC Receivables, LLC ("Assignee"), all of Assignor's right, title and interest in and to (i) the receivables associated with each and every account referenced in the data file named **CreditOne\_Fresh\_Sherman\_082021** (the "Computer File"), a copy of which is attached hereto and incorporated herein by reference as "Exhibit A"; and, (ii) all claims or rights arising out of or relating to each of those Receivables (hereinafter, the "Receivables").

The Receivables transferred under the terms of this Bill of Sale and Assignment of Receivables were each transferred to Assignee prior to the charge off of the associated accounts, as shown in the Computer File. This Bill of Sale and Assignment of Receivables evidences the intent between the parties for the transfer of the Receivables, acts as an acknowledgement of those transfers, and, to the extent necessary, ratification of the transfers.

With respect to information for the Receivables, Assignor represents and warrants to Assignee that the business records conveyed to Assignee relating to the Receivables (the "Business Records"), are kept by Assignor in the regular course of its business. It is in the regular course of business of Assignor for an employee or an authorized representative with personal knowledge of the act, event, condition, or opinion (collectively "Event") to be recorded, to make the appropriate memorandum or recording of the Event at or reasonably near the time of the Event. Furthermore, Assignor represents and warrants to Assignee that the Business Records are materially complete and accurate, and thoroughly embody the information in Assignor's custody and control for the Receivables from their creation until the time of transfer to Assignee. These representations and warranties are intended to augment any other representations and warranties the parties may have in place and not supplant any other existing warranties and representations.

This Bill of Sale and Assignment of Receivables shall serve as evidence of ownership for the Receivables conveyed hereby and shall serve as an acknowledgment, as ratification, and as evidence of the intent of the parties to transfer the Receivables.

**CREDIT ONE BANK, N.A.**



\_\_\_\_\_  
Michael Wiese  
Vice President

**EXHIBIT A**

ACCOUNT SCHEDULE

The Accounts that are specifically identified in the electronic file named **CreditOne\_Fresh\_Sherman\_082021** with such electronic file incorporated herein by reference.

**BILL OF SALE AND ASSIGNMENT OF RECEIVABLES**  
**FROM MHC RECEIVABLES, LLC, TO FNBM, LLC**

As of **August 17, 2021**, MHC Receivables, LLC ("Assignor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has periodically transferred, has sold, has assigned, has conveyed, has granted and has otherwise delivered to FNBM, LLC, ("Assignee") all of its rights, title and interest in and to (i) the receivables identified and specifically referenced for each of the accounts on an account level basis on the data file titled **CreditOne\_Fresh\_Sherman\_082021** attached hereto and incorporated by reference as "Exhibit A" ; and (ii) all claims or rights arising out of or relating to the account level receivables (hereinafter the "Receivables").

With respect to information for the Receivables, Assignor represents and warrants to Assignee that the business records conveyed to Assignee relating to the Receivables (the "Business Records"), are kept by Assignor in the regular course of its business. It is in the regular course of business of Assignor for an employee or an authorized representative with personal knowledge of the act, event, condition, or opinion (collectively "Event") to be recorded, to make the appropriate memorandum or recording of the Event at or reasonably near the time of the Event. Furthermore, Assignor represents and warrants to Assignee that the Business Records are materially complete and accurate, and thoroughly embody the information in Assignor's custody and control for the Receivables from their creation until the time of transfer to Assignee. These representations and warranties are intended to augment any other representations and warranties the parties may have in place and not supplant any other existing warranties and representations.

This Bill of Sale and Assignment of Receivables shall serve as an acknowledgment, as ratification, and as evidence of the intent of the parties to transfer the Released Receivables referenced herein.

MHC Receivables, LLC

A handwritten signature in black ink, appearing to read 'Mark Rufail', written over a horizontal line.

Mark Rufail, Authorized Representative



**EXHIBIT A**

**ACCOUNT SCHEDULE**

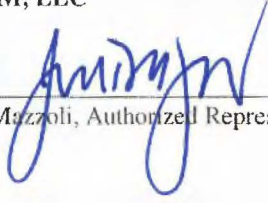
The Accounts that are specifically identified in the electronic file named **CreditOne\_Fresh\_Sherman\_082021**, with such electronic file incorporated herein by reference.

**BILL OF SALE AND ASSIGNMENT OF RECEIVABLES**  
**FROM FNBM, LLC, TO SHERMAN ORIGINATOR III LLC**

On **August 17, 2021**, FNBM, LLC ("Assignor"), for good and valuable consideration, the receipt of which is hereby acknowledged, hereby transfers, sells, assigns, conveys, grants and delivers to Sherman Originator III LLC ("Assignee"), all of its rights, title and interest in and to (i) the receivables identified and specifically referenced for each of the accounts on an account level basis on the data file titled **CreditOne\_Fresh\_Sherman\_082021** attached hereto and incorporated by reference as "Exhibit A"; and (ii) all claims or rights arising out of or relating to the receivables (hereinafter the "Receivables").

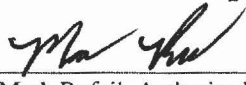
This Bill of Sale and Assignment of Receivables shall serve as evidence of ownership for any of the Receivables conveyed hereby.

FNBM, LLC

  
Jon Mazzoli, Authorized Representative

With respect to information for the Receivables, MHC Receivables, LLC ("MHC") represents and warrants to Assignee that the business records conveyed to Assignee relating to the Receivables (the "Business Records"), are kept by MHC in the regular course of its business. It is in the regular course of business of MHC for an employee or an authorized representative with personal knowledge of the act, event, condition, or opinion (collectively "Event") to be recorded, to make the appropriate memorandum or recording of the Event at or reasonably near the time of the Event. Furthermore, Assignor represents and warrants to Assignee that the Business Records are materially complete and accurate, and thoroughly embody the information in Assignor's custody and control for the Receivables from their creation until the time of transfer to Assignee. These representations and warranties are intended to augment any other representations and warranties the parties may have in place and not supplant any other existing warranties and representations.

MHC Receivables, LLC

  
Mark Rufail, Authorized Representative

**EXHIBIT A**

**ACCOUNT SCHEDULE**

The Accounts that are specifically identified in the electronic file name **CreditOne\_Fresh\_Sherman\_082021**, with such electronic file incorporated herein by reference.

**BILL OF SALE AND ASSIGNMENT OF ACCOUNTS**  
**FROM MHC RECEIVABLES, LLC TO SHERMAN ORIGINATOR III LLC**

On August 17, 2021, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, MHC Receivables, LLC ("Assignor"), hereby transfers, sells, assigns, conveys, grants and otherwise delivers to Sherman Originator III LLC ("Assignee"), all of Assignor's, rights title and interest in and to (i) the charged-off accounts identified on an account level basis in the data file named **CreditOne\_Fresh\_Sherman\_082021** (the "Computer File"), a copy of which is attached hereto and incorporated herein by reference as "Exhibit A"; and, (ii) certain related account level media or electronic copies thereof (including, but not limited to applications, statements, terms and condition), and (iii) all claims or rights arising out of or relating to each referenced account (collectively hereinafter the "Accounts") including, but not limited to, all claims and rights afforded each account by virtue of that account's corresponding terms and conditions.

With respect to information for the Accounts described in the related Computer File, Assignor represents and warrants to Assignee that the business records relating to: (i) the Accounts owned by Assignor; and (ii) the sale and assignment of Accounts by Assignor (collectively, the "Business Records"), are kept by Assignor in the regular course of its business. It is in the regular course of business of Assignor for an employee or an authorized representative with personal knowledge of the act, event, condition, or opinion (collectively "Event") to be recorded, to make the appropriate memorandum or recording at or reasonably near the time of the Event. Furthermore, Assignor represents and warrants to Assignee that the Business Records are materially complete and accurate and thoroughly embody the information in Assignor's custody and control for the Accounts listed in the Computer File from Assignor's receipt of those Accounts until the time of transfer to Assignee. These representations and warranties are intended to augment any other representations and warranties the parties may have in place and not supplant any other existing warranties and representations.

This Bill of Sale and Assignment of Accounts shall serve as evidence of ownership for any of the Accounts conveyed hereby.

MHC Receivables, LLC



Mark Rufail, Authorized Representative

**EXHIBIT A**

ACCOUNT SCHEDULE

The Accounts that are specifically identified in the electronic file named **CreditOne\_Fresh\_Sherman\_082021**, with such electronic file incorporated herein by reference.


### Transfer and Assignment

Sherman Originator III LLC ("SOLLC III"), without recourse, to the extent permitted by applicable law, hereby transfers, sells, assigns, conveys, grants and delivers to Sherman Originator LLC ("SOLLC") all of its right, title and interest in and to the receivables and other assets (the "Assets") identified on Exhibit A, in the Receivable File dated August 03, 2021 delivered by MHC Receivables, LLC and FNBM, LLC on August 17, 2021 for purchase by SOLLC III on August 17, 2021. The transfer of the Assets included electronically stored business records.

SOLLC, subsequent to the above mentioned transfer, hereby transfers, sells, assigns, conveys, grants and delivers to LVNV Funding LLC ("LVNV"), the above mentioned Assets. The transfer of the Assets included electronically stored business records.

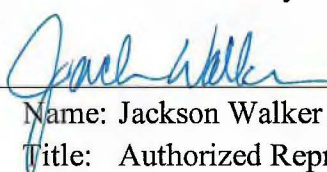
**Dated: August 17, 2021**

Sherman Originator III LLC  
a Delaware Limited Liability Company

By:   
Name: Jon Mazzoni  
Title: Director


**Dated: August 17, 2021**

Sherman Originator LLC  
a Delaware Limited Liability Company

By:   
Name: Jackson Walker  
Title: Authorized Representative

**Dated: August 17, 2021**

LVNV Funding LLC  
a Delaware Limited Liability Company

By:   
Name: Daniel Picciano  
Title: Authorized Representative

**Exhibit A**

**Receivables File**

**08.17.21 CreditOne\_Fresh\_Sherman\_082021**

<b>Transfer Group</b>	<b>Portfolio</b>	<b>Transfer Batch</b>
759171	39093	N/A

# EXHIBIT B



SUMMARY OF ACCOUNT ACTIVITY		
Previous Balance		\$935.02
Payments	-	\$0.00
Other Credits	-	\$0.00
Purchases	+	\$0.00
Balance Transfers	+	\$0.00
Cash Advances	+	\$0.00
Fees Charged	+	\$47.25
Interest Charged	+	\$16.86
New Balance		\$999.13
Credit Limit		\$600.00
Available Credit		\$0.00
Statement Closing Date		07/16/21
Days in Billing Cycle		30

#### QUESTIONS?

Call Customer Service or Report  
 a Lost or Stolen Credit Card 1-877-825-3242  
 Outside the U.S. Call 1-702-405-2042

Please send billing inquiries and correspondence to:  
 P.O. Box 98873, Las Vegas, NV 89193-8873

PAYMENT INFORMATION		
New Balance		\$999.13
Past Due Amount		\$265.00
Amount Due This Period		\$773.13
Minimum Payment Due		\$999.13
Payment Due Date		08/12/21
<b>Late Payment Warning:</b> If we do not receive your minimum payment by the date listed above, you may have to pay a late fee up to \$39.		
<b>Minimum Payment Warning:</b> If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance.		
For example:		
If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on the statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	1 months	\$999.00
If you would like a location for credit counseling services, call 1-866-515-5720. Or you may visit <a href="http://www.justice.gov/ust/list-credit-counseling-agencies-approved-pursuant-11-usc-111">www.justice.gov/ust/list-credit-counseling-agencies-approved-pursuant-11-usc-111</a> .		

TRANSACTIONS				
Reference Number	Trans Date	Post Date	Description of Transaction or Credit	Amount
<b>Fees</b>				
F57270065000CYLAC	07/16	07/16	ANNUAL FEE 08/21 THROUGH 08/21	8.25
	07/16	07/16	LATE FEE	39.00
			<b>TOTAL FEES FOR THIS PERIOD</b>	<b>47.25</b>
<b>Interest Charged</b>				
	07/16	07/16	Interest Charge on Purchases	16.86
	07/16	07/16	Interest Charge on Cash Advances	0.00
			<b>TOTAL INTEREST FOR THIS PERIOD</b>	<b>16.86</b>
<b>2021 Totals Year-to-Date</b>				
Total fees charged in 2021				\$324.25
Total interest charged in 2021				\$97.32

Your account is currently closed.

Annual Fee Notice. The Annual Fee for your Account of \$99 will continue to be billed monthly at \$8.25 for the coming year. See the **Annual Fee Notice** and other important information on the reverse.

**NOTICE OF CHANGE IN TERMS TO YOUR CARD AGREEMENT**  
 Under the heading "Fees:" the "Transaction Fee for Balance Transfers" paragraph (if it appears in your Card Agreement) is being removed. All other terms disclosed in your Card Agreement remain unchanged. Please keep a copy of this document with your Card Agreement for future reference.

INTEREST CHARGE CALCULATION			
Your Annual Percentage Rate (APR) is the annual interest rate on your account.			
Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	23.99%(v)	\$843.49	\$16.86
Cash Advances	23.99%(v)	\$0.00	\$0.00
(v) = Variable Rate			

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Please return this portion with your payment, and write your account number on your check, made payable to CREDIT ONE BANK.



For address, telephone and email changes, please complete the reverse side. Or, update your contact information online at [www.CreditOneBank.com](http://www.CreditOneBank.com).

#### PAY YOUR BILL ONLINE at CreditOneBank.com

Account Number: [REDACTED] 7997  
 New Balance: \$999.13  
 Minimum Payment Due: \$999.13  
 Payment Due Date: 08/12/21

AMOUNT ENCLOSED: \$

CREDIT ONE BANK  
 PO BOX 60500  
 CITY OF INDUSTRY CA 91716-0500

RICHARD SIMRING  
 5400 LAGORCE DR  
 MIAMI BEACH FL 33140-2136

SUMMARY OF ACCOUNT ACTIVITY		
Previous Balance		\$545.52
Payments	-	\$0.00
Other Credits	-	\$0.00
Purchases	+	\$25.67
Cash Advances	+	\$0.00
Fees Charged	+	\$30.00
Interest Charged	+	\$11.04
New Balance		\$612.23
Credit Limit		\$600.00
Available Credit		\$0.00
Statement Closing Date		01/16/21
Days in Billing Cycle		31

#### QUESTIONS?

Call Customer Service or Report  
a Lost or Stolen Credit Card 1-877-825-3242  
Outside the U.S. Call 1-702-405-2042  
Please send billing inquiries and correspondence to:  
P.O. Box 98873, Las Vegas, NV 89193-8873

PAYMENT INFORMATION		
New Balance		\$612.23
Past Due Amount		\$30.00
Amount Due This Period		\$61.00
Minimum Payment Due		\$91.00
Payment Due Date		02/12/21
Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee up to \$39.		
Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance.		
For example:		
If you make no additional charges using this card and each month you pay...	You will pay off the balance shown on the statement in about...	And you will end up paying an estimated total of...
Only the minimum payment	2 years	\$774.00
If you would like a location for credit counseling services, call 1-866-515-5720. Or you may visit <a href="http://www.justice.gov/ust/list-credit-counseling-agencies-approved-pursuant-11-usc-111">www.justice.gov/ust/list-credit-counseling-agencies-approved-pursuant-11-usc-111</a> .		

TRANSACTIONS				
Reference Number	Trans Date	Post Date	Description of Transaction or Credit	Amount
2469216PK2XYLXSJF	12/20	12/20	SQ *BETTANT BAKERY AND CA Miami Beach FL	19.85
	01/16	01/16	CREDIT PROTECT 1-877-825-3242	5.82
			Fees	
	01/16	01/16	LATE FEE	30.00
			TOTAL FEES FOR THIS PERIOD	30.00
			Interest Charged	
	01/16	01/16	Interest Charge on Purchases	11.04
	01/16	01/16	Interest Charge on Cash Advances	0.00
			TOTAL INTEREST FOR THIS PERIOD	11.04
2021 Totals Year-to-Date				
Total fees charged in 2021			\$30.00	
Total interest charged in 2021			\$11.04	

YOUR ACCOUNT IS PAST DUE. IT IS NOT TOO LATE TO  
PROTECT YOUR CREDIT RATING! PLEASE PAY THE  
MINIMUM AMOUNT DUE NOW OR CALL (888) 729-6274.

If your account is past due you could get help  
You have Credit Protection? Request benefits today.  
It can help make payments if you get laid off or become  
disabled, and there is a loss of life benefit, too.  
Call 877-825-3242 to request benefits today!

INTEREST CHARGE CALCULATION			
Your Annual Percentage Rate (APR) is the annual interest rate on your account.			
Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	23.99%(v)	\$552.37	\$11.04
Cash Advances	23.99%(v)	\$0.00	\$0.00
(v) = Variable Rate			

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Please return this portion with your payment, and write your account number on your check, made payable to CREDIT ONE BANK.



For address, telephone and email changes,  
please complete the reverse side.  
Or, update your contact information online  
at [www.CreditOneBank.com](http://www.CreditOneBank.com).

#### PAY YOUR BILL ONLINE at CreditOneBank.com

Account Number: 7997  
New Balance: \$612.23  
Minimum Payment Due: \$91.00  
Payment Due Date: 02/12/21

AMOUNT ENCLOSED: \$

CREDIT ONE BANK  
PO BOX 60500  
CITY OF INDUSTRY CA 91716-0500

RICHARD SIMRING  
5400 LAGORCE DR  
MIAMI BEACH FL 33140-2136